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6 General Counsel for Chapter 7 Trustee,  
RICHARD A. MARSHACK

7  
8 UNITED STATES BANKRUPTCY COURT  
9  
10 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

10 In re  
11 NORTHERN HOLDING, LLC,  
12 Debtor.

Case No. 8:20-bk-13014-SC

Chapter 7

TRUSTEE’S STATUS REPORT  
REGARDING ONGOING CIVIL  
CONTEMPT PROCEEDINGS

[OSC DOCKET NO. 359]

Hearing

Date: July 12, 2023

Time: 11:00 a.m.

Ctrm: 5C – via ZoomGov

Location: United States Bankruptcy Court  
411 West Fourth Street  
Santa Ana, CA 92701-4593

19  
20 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,  
21 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 Richard A. Marshack, the chapter 7 trustee (“Trustee”) of the bankruptcy estate (“Estate”) of  
23 Northern Holding, LLC (“Debtor”), submits this status report regarding the ongoing civil contempt  
24 proceedings against LeRoy E. Coddling, IV (“Coddling”).

25 **1. Factual Restatement**

26 On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of  
27 Title 11 of the United States Code, initiating the above-captioned bankruptcy case. Coddling was the  
28 managing member of Debtor. Coddling is also the managing member of Fluid Wine Fund I, LLC, a

1 Nevada limited liability company (“FWF”), which is the 100% shareholder of Rabbit Ridge Wine  
2 Sales, Inc. (“Rabbit Ridge”).

3 On June 15, 2021 (“Conversion Date”), the case was converted to Chapter 7. Richard A.  
4 Marshack was appointed as the Chapter 7 trustee of the converted case.

5 On August 9, 2021, as Dk. No. 184, a stipulation (“Turnover Stipulation”) signed by Trustee  
6 and Coddling (on behalf of Rabbit Ridge) was filed, where Coddling, on behalf of Rabbit Ridge,  
7 agreed to entry of an order for turnover of real property commonly known as 1172 San Marcos Road  
8 (“San Marcos Property”), and adjacent real property APN No. 027-145-022 (“Texas Road  
9 Property”).

10 Also on August 9, 2021, as Dk. No. 186, Trustee filed a motion to authorize operations of on  
11 Estate properties for the limited purpose of growing, cultivating, and harvesting grapes for the Fall  
12 2021 period (“Operate Motion”). Attached to the Operate Motion was a declaration by Coddling,  
13 signed by Coddling, and also a farm operator agreement (“Farm Agreement”) signed by Trustee and  
14 Coddling. The Farm Agreement was jointly drafted by Trustee and Coddling. In connection with the  
15 Operate Motion, Trustee negotiated a stipulated agreement to use cash collateral with secured  
16 creditor Farm Credit West, FLCA (now AgWest Farm Credit, FCLA), which was read into the  
17 record at the hearing on the Operate Motion.

18 On August 23, 2021, as Dk. No. 196, the Court entered an order approving the Turnover  
19 Stipulation (“Turnover Order”).

20 On September 7, 2021, as Dk. No. 211, the Court entered an order approving the Operate  
21 Motion and the Farm Agreement (“Operate Order”). Under the Operate Order, Coddling was  
22 authorized to operate a farming business on the San Marcos Property, Texas Road Property, and a  
23 third parcel commonly known as 2380 Live Oak Road, Paso Robles, CA (“Live Oak Property” and  
24 together with the other two properties, the “Properties”).

25 Between August 26, 2021 and November 24, 2021, Coddling and/or Rabbit Ridge directly  
26 received funds from the sale of grapes grown on and harvested from the Properties in 2021, in the  
27 total amount of \$140,931.91. Trustee never provided any authorization to Coddling or Rabbit Ridge  
28

1 to directly receive any funds from farming operations.

2 On April 1, 2022, as Dk. No. 304, Trustee filed a motion for issuance of an order to show  
3 cause re: civil contempt (“OSC Motion”), arguing that Coddling’s actions violated both the Turnover  
4 Order and the Operate Order.

5 On July 1, 2022, as Dk. No. 350, Coddling filed an opposition to the OSC Motion.

6 On October 26, 2022, as Dk. No. 359, the Court entered an order to show cause against  
7 Coddling (previously defined as “OSC”), setting an evidentiary hearing for February 16, 2023, which  
8 was eventually continued to May 11, 2023. Trial briefs and evidence was submitted to the Court.

9 On May 11, 2023, the Court conducted a hearing on the OSC, and testimony of witnesses  
10 was presented both in person and over ZoomGov. At the conclusion of the hearing, Trustee and  
11 Coddling entered into stipulated terms to resolve the OSC, which were read into the record. The  
12 Court set a continued hearing date for June 15, 2023, at 11:00 a.m.

13 On May 12, 2023, as Dk. No. 394, Trustee filed a stipulation signed by Coddling which  
14 memorialized and supplemented the terms read into the record (“Contempt Stipulation”). A true and  
15 correct copy of the Contempt Stipulation is attached to the Request for Judicial Notice (“RJN”) as  
16 Exhibit “1.” The Contempt Stipulation provided that Coddling would, *inter alia*: (1) provide a “full  
17 and complete list of any and all vendors, contractors, and invoices which have not been paid in full  
18 for any work solely for maintaining and harvesting grapes from the Properties from August 1, 2021  
19 through November 1, 2021 (‘Operating Period’), and shall provide contact information for each  
20 vendor, contractor, and invoice, and a copy of such invoice”; and (2) pay \$140,000 in  
21 compensatory sanctions to the Estate, with an option to pay \$100,000 by June 1, 2023 with the  
22 remaining balance to be waived.

23 On May 16, 2023, as Dk. No. 397, secured creditor AgWest Farm Credit, FCLA (“FCW”)  
24 filed an objection to the Contempt Stipulation.

25 On May 17, 2023, Coddling sent multiple e-mail correspondences to Trustee providing  
26 invoices and information regarding the outstanding unpaid contractors and services for the  
27 Operating Period.

1 On May 23, 2023, as Dk. No. 401, the Court entered an order advancing the continued  
2 hearing on the OSC to June 14, 2023, at 11:00 a.m. – via ZoomGov, and providing a briefing  
3 schedule on FCW’s objection to the Contempt Stipulation.

4 No funds were received by Trustee by 4:59 p.m. Pacific Prevailing Time on June 1, 2023,  
5 despite multiple correspondences exchanged between Codding and Trustee regarding the details for  
6 delivering payment.

7 On June 2, 2023, as Dk. No. 405, Trustee and FCW filed a stipulation to resolve FCW’s  
8 objection to the Contempt Stipulation (“Objection Stipulation”).

9 On June 2, 2023, as Dk. No. 406, the Court entered an order approving the Contempt  
10 Stipulation as modified by the Objection Stipulation (“OSC Order”). A true and correct copy of the  
11 OSC Order is attached to the RJN as Exhibit “2.” The tentative ruling posted in advance of the June  
12 14, 2023 hearing excused appearances, and no appearances were made.

13 No funds were paid to Trustee by June 15, 2023. Trustee has not received any payments  
14 from Codding or any other entity on his behalf to date.

## 15 **2. Status Report by Trustee**

16 Trustee has been receiving updates from Codding via e-mail on every business day.  
17 Codding represented to Trustee that he was in the process of securing funding to make the  
18 stipulated payment to the Estate, but no details have been forthcoming. Trustee will leave it to  
19 Codding to provide a status update in his own words below.

20 On June 27, 2023, Trustee was contacted by a trucking company named Skikos Trucking.  
21 The representative of Skikos Trucking informed Trustee that there were outstanding invoices in  
22 approximately the amount of \$19,000 owed by Codding’s entity Fluid Wine Fund and also Debtor.  
23 Trustee has requested but not yet received a copy of the invoices, and does not know if this  
24 company is arguably owed money for farm operating expenses. Codding did not disclose Skikos  
25 Trucking as an unpaid vendor. Codding contends, as stated below, that Skikos Trucking is not an  
26 Estate creditor.

27 ///

28

1 **3. Status Report by Coddling<sup>1</sup>**

2 1) To raise funds for payment to the Trustee, which were never under my control, personally  
3 but were reinvested in the 2021 farming effort, I went to a family member. They have a pending real  
4 estate transaction. It will provide funding for this, but it's taking too long, as real estate transactions  
5 do. For that reason I engaged a bridge lender who is a private party. They are in process of  
6 documenting and finalizing vetting on collateral of distinct real property. We have an agreement in  
7 place and they have the funds. This is just a matter of process and timing, not in my control. I'm  
8 pushing on this with extreme urgency and diligence. Will continue with daily updates to Trustee.

9 2) Skikos Trucking is not as unpaid vendor related to the estate or farming contract. They  
10 have nothing to do with the estate or the trustee. That's all business that occurred post 2021 harvest.  
11 It is in no way related. I admire their collections efforts but they are misguided and misdirected. I'm  
12 handling via the Fluid entity which also has nothing to do with the case. To be clear, Skikos was  
13 excluded from my vendor submission list because they are in no way party to the 2021 harvest, or  
14 the estate in any manner.

15  
16  
17 DATED: June 28, 2023

MARSHACK HAYS LLP

18 By: /s/ Tinho Mang  
19 D. EDWARD HAYS  
20 TINHO MANG  
21 Attorneys for Chapter 7 Trustee  
22 RICHARD A. MARSHACK  
23  
24  
25  
26

27 <sup>1</sup> The text in this section comes from an e-mail dated June 28, 2023 at 8:23 a.m. from  
28 lecoddigiv@icloud.com which contains Coddling's comments. The comments are reproduced  
verbatim with minor formatting adjustments. The e-mail is attached as Exhibit "3."

## REQUEST FOR JUDICIAL NOTICE

Richard A. Marshack, in his capacity as Chapter 7 Trustee (“Trustee”) of the Bankruptcy Estate (“Estate”) of Northern Holding, LLC, hereby requests, pursuant to Federal Rule of Evidence 201, that this Court take judicial notice of the following documents:

| EXHIBIT | DESCRIPTION  |
|---------|--|
| 1.      | Stipulation filed May 12, 2023, as Dk. No. 394, between Trustee and Codding re: Consent to Adjudication of Civil Contempt and Reimbursement to Estate                      |
| 2.      | Order filed June 2, 2023, as Dk. No. 406, Approving Stipulation between Trustee and Agwest Farm Credit FCLA re: Resolution of Creditors’ Objection to Contempt Stipulation |

DATED: June 28, 2023

MARSHACK HAYS LLP

By: /s/ Tinho Mang

D. EDWARD HAYS

TINHO MANG

General Counsel for Chapter 7 Trustee,

RICHARD A. MARSHACK

4872-9284-9000, v. 1

**EXHIBIT 1**

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6 Attorneys for Chapter 7 Trustee  
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9  
10 In re  
11 NORTHERN HOLDING, LLC,  
12 Debtor.

Case No. 8:20-bk-13014-SC

Chapter 7

STIPULATION BETWEEN CHAPTER 7  
TRUSTEE AND LEROY E. CODDING, IV  
RE: CONSENT TO ADJUDICATION OF  
CIVIL CONTEMPT AND REIMBURSEMENT  
TO ESTATE

Continued Hearing on OSC:

Date: June 15, 2023

Time: 11:00 a.m.

Ctrm: 5C – IN PERSON

Address: 411 W. Fourth Street, Santa Ana, CA  
92701

16  
17  
18  
19  
20 TO THE HONORABLE SCOTT C. CLARKSON, UNITED STATES BANKRUPTCY JUDGE,  
21 THE OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

22 This stipulation (“Stipulation”) is entered into between Richard A. Marshack, in his capacity  
23 as Chapter 7 Trustee (“Trustee”) of the bankruptcy estate (“Estate”) of Northern Holding, LLC  
24 (“Debtor”), and Leroy Emerson Coddington, IV (“Coddington”), an individual in his individual capacity  
25 and in his capacity as the managing member of Fluid Wine Fund I, LLC, a Nevada limited liability  
26 company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on the other hand. The  
27 Trustee and Coddington (together, the “Parties”) stipulate to the following:  
28



**Recitals**

A. On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter 11 of Title 11 of the United States Code, initiating the above-captioned bankruptcy case. Codding was the managing member of Debtor. Codding is also the managing member of Fluid Wine Fund I, LLC, a Nevada limited liability company (“FWF”), which is the 100% shareholder of Rabbit Ridge Wine Sales, Inc. (“Rabbit Ridge”).

B. On March 22, 2021, Farm Credit West, FCLA (“FCW”) filed a proof of claim, which was assigned claim number 4-1. FCW’s proof of claim was filed as secured claim in the amount of \$19,760,789.62. Attached to the proof of claim was a UCC-1 financing statement and continuation statements, identifying the collateral as “All now existing and after acquired goods, farm products, inventory, bulk and cased wine inventory, accounts, accounts receivable, documents, payable intangibles, chattel paper, and general intangibles, trademarks, together with all crops, growing or to be grown on that certain real property...”

C. Prior to the Conversion Date, Codding entered into an oral contract with Nevarez Farm Labor (“Nevarez”) to provide farm labor services at Debtor’s properties. Nevarez contends that the services performed at Codding’s request were not paid in full.

D. On June 15, 2021 (“Conversion Date”), the case was converted to Chapter 7. Richard A. Marshack was appointed as the Chapter 7 trustee of the converted case.

E. On August 9, 2021, as Dk. No. 184, a stipulation (“Turnover Stipulation”) signed by Trustee and Codding (on behalf of Rabbit Ridge) was filed, where Codding, on behalf of Rabbit Ridge, agreed to entry of an order for turnover of real property commonly known as 1172 San Marcos Road (“San Marcos Property”), and adjacent real property APN No. 027-145-022 (“Texas Road Property”).

F. Also on August 9, 2021, as Dk. No. 186, Trustee filed a motion to authorize operations of on Estate properties for the limited purpose of growing, cultivating, and harvesting grapes for the Fall 2021 period (“Operate Motion”). Attached to the Operate Motion was a declaration by Codding, signed by Codding, and also a farm operator agreement (“Farm Agreement”) signed by Trustee and Codding. The Farm Agreement was jointly drafted by Trustee

1 and Coddling. In connection with the Operate Motion, Trustee negotiated a stipulated agreement to  
2 use cash collateral with FCW, which was read into the record at the hearing on the Operate Motion.

3 G. On August 23, 2021, as Dk. No. 196, the Court entered an order approving the  
4 Turnover Stipulation (“Turnover Order”).

5 H. On September 7, 2021, as Dk. No. 211, the Court entered an order approving the  
6 Operate Motion and the Farm Agreement (“Operate Order”). The Operate Order provided, *inter alia*:  
7 “The Trustee is authorized to operate the Debtor’s business through Leroy Coddling for  
8 the limited purpose of completing the Fall 2021 harvest pursuant to 11 U.S.C. § 721 to  
9 the extent necessary to complete the Fall 2021 harvest, with such authorization to  
10 terminate at the earliest of: (a) the completion of the fall 2021 harvest; or (b) October  
11 31, 2021” and  
12 “The proceeds of all agricultural products (‘Crop’) grown on [Estate properties] shall  
13 be paid directly to the Estate and the Trustee is authorized to receive and hold all gross  
14 proceeds of the sale of any Crop from the Properties to be disbursed as stated below  
15 without further order of the Court.”

16 I. Under the Operate Order, Coddling was authorized to operate a farming business on  
17 the San Marcos Property, Texas Road Property, and a third parcel commonly known as 2380 Live  
18 Oak Road, Paso Robles, CA (“Live Oak Property” and together with the other two properties, the  
19 “Properties”).

20 J. In September 2021, Coddling entered into an oral contract with Azcona Harvesting  
21 LLC, Emerald Valley Labor, and SoMoCo Labor Supply (collectively, “Harvesters”) to provide  
22 farm labor at the Properties and assist with harvesting grapes.

23 K. Coddling informed Harvesters that the work should be invoiced to Fluid Wine Fund I,  
24 LLC, a limited liability company owned by Coddling. Harvesters contend that their invoices have not  
25 been paid.

26 L. Between August 26, 2021 and November 24, 2021, Rabbit Ridge directly received  
27 funds from the sale of grapes grown on and harvested from the Properties in 2021, as follows:

| Date      | Customer                                    | Amount   |
|-----------|---|----------|
| 8/26/2021 | Nicora Wine                                 | \$20,000 |
| 8/26/2021 | Nicora Wine                                 | \$20,000 |
| 8/26/2021 | Nicora Wine                                 | \$4,000  |
| 9/10/2021 | Cathartes Aura LLC dba Anarchy Wine Company | \$30,000 |

|   |            |   |              |
|---|------------|---|--------------|
| 1 | 9/22/2021  | Pali Wine   | \$27,471.90  |
| 2 | 9/30/2021  | Graveyard Vineyards   | \$3,285      |
| 3 | 10/22/2021 | Pali Wine   | \$3,877.52   |
| 4 | 10/22/2021 | Sycamore Ranch Vineyard & Winery LLC                        | \$2,250      |
| 5 | 10/26/2021 | O'Neill Beverages Co. LLC dba O'Neill Vintners & Distillers | \$22,297.89  |
| 6 | 11/23/2021 | Adelaida Springs Ranch/Rangeland Wines                      | \$7,752      |
| 7 |            | TOTAL   | \$140,931.91 |

8 M. The funds listed in the table above were received directly by Rabbit Ridge pursuant to  
9 instructions given by Codding. Trustee never provided any authorization to Codding or Rabbit Ridge  
10 to directly receive any funds from farming operations.

11 N. On December 9, 2021, Trustee sent his agent Lori Ensley to the Properties to assist  
12 with securing the Properties. On that date, employees of Rabbit Ridge were working inside the San  
13 Marcos Property and using winery equipment. The Rabbit Ridge employees were working in the San  
14 Marcos Property at Codding's direction.

15 O. Trustee contends that the actions taken by Codding violated the Operate Order, the  
16 Turnover Order, and the automatic stay of 11 U.S.C. § 362(a)(3).

17 P. On April 1, 2022, as Dk. No. 304, Trustee filed a motion for issuance of an order to  
18 show cause re: civil contempt ("OSC Motion").

19 Q. On July 1, 2022, as Dk. No. 350, Codding filed an opposition to the OSC Motion.

20 R. On October 26, 2022, as Dk. No. 359, the Court entered an order to show cause  
21 against Codding ("OSC"), setting an evidentiary hearing for February 16, 2023.

22 S. On December 8, 2022, as Dk. No. 365, Codding's counsel Goe Forsythe & Hodges  
23 LLP ("GFH") filed a motion to withdraw as counsel ("Withdrawal Motion").

24 T. On January 3, 2023, as Dk. No. 373, the Court entered an order continuing the  
25 hearing on the OSC to April 20, 2023.

26 U. On January 4, 2023, as Dk. No. 375, the Court entered an order granting the  
27 Withdrawal Motion.

28 V. On March 20, 2023, as Dk. No. 380, the Court entered an order further continuing the

1 evidentiary hearing to May 11, 2023.

2 W. On May 11, 2023, the Court conducted a hearing on the OSC, and testimony of  
3 witnesses was presented both in person and over ZoomGov. At the conclusion of the hearing, the  
4 Parties entered into stipulated terms to resolve the OSC, which were read into the record. This  
5 Stipulation serves to supplement the stipulated terms stated on the record.

6 WHEREFORE, the Parties agree as follows:

7 1. Codding, in his individual capacity and in his capacity as managing member of FWF,  
8 and chief executive officer of Rabbit Ridge, stipulates that Leroy E. Codding, IV, Fluid Wine Fund  
9 I, LLC, and Rabbit Ridge Wine Sales, Inc. have joint and several liability for payment of \$140,000  
10 to the Bankruptcy Estate of Northern Holding, LLC.

11 2. Codding, in his individual capacity and in his capacity as managing member of FWF,  
12 and chief executive officer of Rabbit Ridge, waives all rights of reimbursement from the Estate, all  
13 claims for a distribution of any kind from the Estate, and all claims for payment from the Estate.  
14 Codding, in his individual capacity and in his capacity as managing member of FWF, and chief  
15 executive officer of Rabbit Ridge, waives all claims against the Trustee and Trustee's professionals  
16 of any kind. This waiver includes but is not limited to a waiver of all rights to recover any operating  
17 expenses for the Properties either as an administrative expense under 11 U.S.C. § 503, a waiver of  
18 all rights of reimbursement under the Farm Agreement, and a waiver of all claims for actual,  
19 consequential, or punitive damages that can be asserted against the Estate for any reason.

20 3. No later than 11:59 p.m. Pacific Prevailing Time on Wednesday, May 17, 2023,  
21 Codding shall provide to Trustee a full and complete list of any and all vendors, contractors, and  
22 invoices which have not been paid in full for any work solely for maintaining and harvesting grapes  
23 from the Properties from August 1, 2021 through November 1, 2021 ("Operating Period"), and shall  
24 provide contact information for each vendor, contractor, and invoice, and a copy of such invoice.  
25 Codding understands that if vendors, contractors, or invoices are included which DO NOT arise  
26 from farming operations for the Operating Period (but are instead for, e.g., wine processing,  
27 marketing, or handling of non-Estate property), this may serve as the basis for a separate contempt  
28 proceeding. No later than May 22, 2023, Trustee shall file a declaration regarding Codding's

1 compliance with this paragraph. If Coddington has not provided a list of vendors, contractors, and  
2 invoices, the Court shall enter an order adjudicating Coddington in civil contempt and consider the  
3 imposition of appropriate compensatory and coercive sanctions, including the award of  
4 compensatory damages including reasonable attorneys' fees, or civil incarceration to coerce Coddington  
5 to comply with the Court's orders.

6 4. If \$100,000 is received by the Estate on behalf of Coddington, FWF, or Rabbit Ridge by  
7 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified  
8 funds, the remaining balance owed to the Estate shall be waived.

9 5. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on  
10 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order  
11 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and  
12 coercive sanctions, including the award of compensatory damages including reasonable attorneys'  
13 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

14 6. If payment pursuant to paragraphs 4-5 is not timely made by June 15, 2023, or if there  
15 is a material default in this Stipulation, Coddington agrees that Trustee may lodge a judgment to aid in  
16 enforcement of any unpaid funds or unperformed obligation owed under this Stipulation, under  
17 terms consistent with this Stipulation.

18 7. Of the funds paid to the Estate, \$40,000 shall be allocated to payment of Trustee's  
19 attorneys' fees for the prosecution of the contempt proceeding, and no lien of any kind shall attach to  
20 such portion of the funds, including the liens of FCW. The remainder of the funds paid under this  
21 Stipulation shall be allocated to grape sale proceeds which are currently held in a segregated account  
22 by Trustee. All funds shall be held by Trustee pending further order of the Court.

23 8. Unless otherwise ordered by the Court, the Parties shall appear in person on June 15,  
24 2023, at 11:00 a.m., for a continued hearing on the OSC and to advise the Court regarding the status  
25 of the obligations under this Stipulation. Trustee shall not be required to attend in person unless  
26 ordered by the Court, but may appear through counsel.

27 9. The Parties consent to the entry of an order approving this Stipulation in substantially  
28 the form of the order attached hereto as Exhibit "1."


1        10.        This Stipulation contains the entire agreement of the Parties. In the event of any  
2 inconsistency between an order of the Court and this Stipulation, the Court's order shall control.

3 Time is of the essence for the terms of this Stipulation.

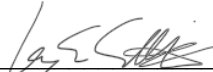
4        11.        Prior to signing this Stipulation, Coddington represents that he has read every provision  
5 of this Stipulation and been given an opportunity to review, revise, and modify any portion of this  
6 Stipulation with which he has a dispute. Prior to signing this Stipulation, Coddington has been informed  
7 of his right to seek the advice of independent counsel and has been provided an opportunity to seek  
8 the advice of counsel.

9        12.        This Stipulation may be executed in one or more counterparts and facsimile or  
10 electronic signatures may be used in filing this document with the Court.

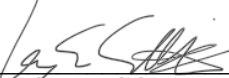
11 Dated: May 12, 2023

12 By:   
13 RICHARD A. MARSHACK  
Chapter 7 Trustee

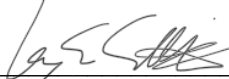
14 Dated: May 12, 2023

15 By:   
16 LEROY E. CODDINGTON, IV  
individually

17 Dated: May 12, 2023

18 By:   
19 LEROY E. CODDINGTON, IV  
20 Managing Member for  
FLUID WINE FUND I, LLC

21 Dated: May 12, 2023

22 By:   
23 LEROY E. CODDINGTON, IV  
Chief Executive Officer for  
RABBIT RIDGE WINE SALES, INC.

24 Presented by:

MARSHACK HAYS LLP

25 Dated: May 12, 2023

26 By: /s/ Tinh Mang  
27 D. EDWARD HAYS  
TINH MANG  
Attorneys for Chapter 7 Trustee  
RICHARD A. MARSHACK

Case 8:20-bk-13014-SC Doc 414 Filed 06/28/23 Entered 06/28/23 19:46:55 Desc  
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Case 8:20-bk-13014-SC Doc 394 Filed 05/12/23 Entered 05/12/23 19:47:45 Desc  
Main Document Page 8 of 13

## **EXHIBIT “1”**

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6 Attorneys for Chapter 7 Trustee  
RICHARD A. MARSHACK

7 UNITED STATES BANKRUPTCY COURT  
8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION  
9

10 In re

11 NORTHERN HOLDING, LLC,

12 Debtor.  
13  
14  
15

Case No. 8:20-bk-13014-SC

Chapter 7

ORDER APPROVING STIPULATION  
BETWEEN CHAPTER 7 TRUSTEE AND  
LEROY E. CODDING, IV RE: CONSENT TO  
ADJUDICATION OF CIVIL CONTEMPT  
AND REIMBURSEMENT TO ESTATE

Continued Hearing on OSC:

Date: June 15, 2023

Time: 11:00 a.m.

Ctrm: 5C – IN PERSON

Address: 411 W. Fourth Street, Santa Ana, CA  
92701

20 On May 11, 2023, the Court conducted an in-person evidentiary hearing on the matter of the  
21 Order to Show Cause entered on October 26, 2022, as Docket No. 359 (“OSC”). Tinho Mang of  
22 Marshack Hays LLP appeared on behalf of the Chapter 7 Trustee and moving party, Richard A.  
23 Marshack (“Trustee”), who was also present. Respondent Leroy E. Coddington, IV (“Respondent”)  
24 appeared *in pro per*. Respondent presented an oral motion for an emergency continuance of the  
25 hearing, which was denied. The Court heard opening statements of the parties and witnesses were  
26 called and examined by Trustee. At the conclusion of the day’s proceedings, the Court indicated that  
27 it was inclined to continue the matter for further testimonial evidence. Prior to the hearing being  
28 adjourned, Trustee and Respondent stated terms in principle for an agreement to resolve the OSC.



1 The hearing was continued to June 15, 2023, at 11:00 a.m.

2 The Court has reviewed the stipulation ("Stipulation") entered into between Richard A.  
3 Marshack, in his capacity as Chapter 7 Trustee of the bankruptcy estate ("Estate") of Northern  
4 Holding, LLC ("Debtor"), and Leroy Emerson Coddington, IV ("Coddington"), an individual in his  
5 individual capacity and in his capacity as the managing member of Fluid Wine Fund I, LLC, a  
6 Nevada limited liability company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on  
7 the other hand, filed on May \_\_, 2023, as Docket No. \_\_.

8 Good cause appearing, the Court enters its order as follows:

9 IT IS ORDERED:

10 1. The Stipulation is approved.

11 2. Leroy E. Coddington, IV, Fluid Wine Fund I, LLC ("FWF"), and Rabbit Ridge Wine  
12 Sales, Inc. ("Rabbit Ridge") have joint and several liability for payment of \$140,000 to the  
13 Bankruptcy Estate of Northern Holding, LLC.

14 3. Coddington shall have no claim of any kind against the Estate, the Trustee, and/or  
15 Trustee's professionals and agents.

16 4. FWF shall have no claim of any kind against the Estate, the Trustee, and/or Trustee's  
17 professionals and agents.

18 5. Rabbit Ridge shall have no claim of any kind against the Estate, the Trustee, and/or  
19 Trustee's professionals and agents.

20 6. By May 17, 2023, at 11:59 p.m. Pacific Prevailing Time, Coddington shall provide to  
21 Trustee a full and complete list of any and all vendors, contractors, and invoices which have not  
22 been paid in full for any work solely for maintaining and harvesting grapes from the Properties from  
23 August 1, 2021 through November 1, 2021 ("Operating Period"), and shall provide contact  
24 information for each vendor, contractor, and invoice, and a copy of such invoice. If vendors,  
25 contractors, or invoices are included which DO NOT arise from farming operations for the  
26 Operating Period (but are instead for, e.g., wine processing, marketing, or handling of non-Estate  
27 property), this may serve as the basis for a separate contempt proceeding. No later than May 22,  
28 2023, Trustee shall file a declaration regarding Coddington's compliance with this paragraph. If

1 Coddington has not provided a list of vendors, contractors, and invoices, the Court shall enter an order  
2 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and  
3 coercive sanctions, including the award of compensatory damages including reasonable attorneys'  
4 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

5 7. If \$100,000 is received by the Estate on behalf of Coddington, FWF, or Rabbit Ridge by  
6 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified  
7 funds, the remaining balance owed to the Estate shall be waived.

8 8. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on  
9 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order  
10 adjudicating Coddington in civil contempt and consider the imposition of appropriate compensatory and  
11 coercive sanctions, including the award of compensatory damages including reasonable attorneys'  
12 fees, or civil incarceration to coerce Coddington to comply with the Court's orders.

13 9. If payment is not timely made by June 15, 2023, or if there is a material default in the  
14 Stipulation, Trustee may lodge a judgment to aid in enforcement of any unpaid funds or  
15 unperformed obligation owed under this Stipulation, under terms consistent with this Order.

16 10. Of the funds paid to the Estate, \$40,000 shall be allocated to payment of Trustee's  
17 attorneys' fees for the prosecution of the contempt proceeding, and no lien of any kind shall attach to  
18 such portion of the funds, including the liens of FCW. The remainder of the funds paid under this  
19 Stipulation shall be allocated to grape sale proceeds which are currently held in a segregated account  
20 by Trustee.

21 11. The Parties shall appear in person on June 15, 2023, at 11:00 a.m., for a continued  
22 hearing on the OSC and to advise the Court regarding the status of the obligations under this  
23 Stipulation. Trustee shall not be required to attend in person unless ordered by the Court, but may  
24 appear through counsel.

25  
26 #####  
27  
28

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **STIPULATION BETWEEN CHAPTER 7 TRUSTEE AND LEROY E. CODDING, IV RE: CONSENT TO ADJUDICATION OF CIVIL CONTEMPT AND REIMBURSEMENT TO ESTATE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **May 12, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **May 12, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR GENERAL  
AGENT, OR TO ANY OTHER AGENT  
AUTHORIZED BY APPOINTMENT OR LAW TO  
RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**INTERESTED PARTY**

LEE CODDING  
13217 JAMBOREE ROAD,  
#429  
TUSTIN, CA 92782

**SECURED CREDITOR / PROOF  
OF CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA  
FRANDZEL ROBINS BLOOM &  
CSATO, L.C.  
ATTENTION: MICHAEL GOMEZ  
1000 WILSHIRE BOULEVARD,  
19<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90017

**SECURED CREDITOR / PROOF OF  
CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA  
ATTENTION: KEVIN E. RALPH  
3755 ATHERTON DRIVE  
ROCKLIN, CA 95765

**SECURED CREDITOR**

FARM CREDIT WEST  
ATTN: OFFICER, A  
MANAGING OR GENERAL  
AGENT, OR TO ANY OTHER  
AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO  
RECEIVE SERVICE  
3755 ATHERTON RD  
11707 FAIR OAKS BLVD  
ROCKLIN, CA 95765

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL**: Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **May 12, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**

**PRESIDING JUDGE'S COPY**

HONORABLE SCOTT C. CLARKSON  
US BANKRUPTCY COURT  
411 WEST FOURTH STREET, SUITE 5-097  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

May 12, 2023

Cynthia Bastida

/s/ Cynthia Bastida

Date

Printed Name

Signature

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Steve Burnell** Steve.Burnell@gmlaw.com, sburnell@ecf.courtdrive.com;sburnell@ecf.inforuptcy.com;cheryl.caldwell@gmlaw.com;denise.walker@gmlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING: Robert P Goe** kmurphy@goeforlaw.com, rgoe@goeforlaw.com;goeforecf@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com, ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.courtdrive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com, tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com, rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com;cheryl.caldwell@gmlaw.com
- **Roksana D. Moradi-Brovia** Roksana@rhmfirm.com, matt@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;david@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Paul F Ready** becky@farmerandready.com
- **Matthew D. Resnik** Matt@rhmfirm.com, roksana@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;david@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Victor A Sahn** victor.sahn@gmlaw.com, vsahn@ecf.courtdrive.com;pdillamar@ecf.courtdrive.com;patricia.dillamar@gmlaw.com,Karen.Files@gmlaw.com
- **Kristine A Thagard** kthagard@marshackhays.com, kthagard@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com
- **United States Trustee (SA)** ustpreion16.sa.ecf@usdoj.gov
- **Reed S Waddell** rwaddell@frandzel.com, sking@frandzel.com
- **Gerrick Warrington** gwarrington@frandzel.com, achase@frandzel.com
- **David Wood** dwood@marshackhays.com, dwood@ecf.courtdrive.com;lbuchananmh@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

4870-6853-1548

**EXHIBIT 2**

1 D. EDWARD HAYS, #162507  
ehays@marshackhays.com  
2 TINHO MANG, #322146  
tmang@marshackhays.com  
3 MARSHACK HAYS LLP  
870 Roosevelt Avenue  
Irvine, California 92620  
4 Telephone: (949) 333-7777  
5 Facsimile: (949) 333-7778

6 Attorneys for Chapter 7 Trustee  
RICHARD A. MARSHACK

FILED & ENTERED

JUN 02 2023

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY bolte DEPUTY CLERK

7 UNITED STATES BANKRUPTCY COURT

8 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION

9 In re

Case No. 8:20-bk-13014-SC

10 NORTHERN HOLDING, LLC,

Chapter 7

11 Debtor.

12 ORDER APPROVING STIPULATION  
13 BETWEEN CHAPTER 7 TRUSTEE AND  
14 AGWEST FARM CREDIT, FCLA RE:  
RESOLUTION OF CREDITOR’S OBJECTION  
TO CONTEMPT STIPULATION

15 Continued Hearing on OSC:

16 Date: June 14, 2023

17 Time: 11:00 a.m.

18 Ctrm: 5C – Via ZoomGov

19 Address: 411 W. Fourth Street, Santa Ana, CA  
92701

20 On May 11, 2023, the Court conducted an in-person evidentiary hearing on the matter of the  
21 Order to Show Cause entered on October 26, 2022, as Docket No. 359 (“OSC”). Tinho Mang of  
22 Marshack Hays LLP appeared on behalf of the Chapter 7 Trustee and moving party, Richard A.  
23 Marshack (“Trustee”), who was also present. Respondent Leroy E. Coddington, IV (“Respondent”)  
24 appeared in pro per. Respondent presented an oral motion for an emergency continuance of the  
25 hearing, which was denied. The Court heard opening statements of the parties and witnesses were  
26 called and examined by Trustee. At the conclusion of the day’s proceedings, the Court indicated that  
27 it was inclined to continue the matter for further testimonial evidence. Prior to the hearing being  
28 adjourned, Trustee and Respondent stated terms in principle for an agreement to resolve the OSC.

1 The hearing was continued to June 15, 2023, at 11:00 a.m.

2 The Court has reviewed the stipulation (“Stipulation”) entered into between Richard A.  
3 Marshack, in his capacity as Chapter 7 Trustee of the bankruptcy estate (“Estate”) of Northern  
4 Holding, LLC (“Debtor”), and Leroy Emerson Coddington, IV (“Coddington”), an individual in his  
5 individual capacity and in his capacity as the managing member of Fluid Wine Fund I, LLC, a  
6 Nevada limited liability company and as chief executive officer of Rabbit Ridge Wine Sales, Inc., on  
7 the other hand, filed on May 12, 2023, as Docket No. 394.

8 The Court has also reviewed the *Stipulation Between Chapter 7 Trustee And Agwest Farm*  
9 *Credit, FCLA Re: Resolution Of Creditor’s Objection To Contempt Stipulation* (Docket No. 405)  
10 (“FCW Stipulation” and together with the Stipulation, the “Stipulations”).

11 Good cause appearing, the Court enters its order as follows:

12 IT IS ORDERED:

13 1. The Stipulations are APPROVED and incorporated herein, except for paragraph 7 of  
14 the Stipulation (Docket No. 394), which is hereby STRICKEN in its entirety and not incorporated  
15 into this order or approved.

16 2. The Court hereby retains jurisdiction to interpret and enforce the Stipulations and this  
17 Order approving them.

18 3. Leroy E. Coddington, IV, Fluid Wine Fund I, LLC (“FWF”), and Rabbit Ridge Wine  
19 Sales, Inc. (“Rabbit Ridge”) have joint and several liability for payment of \$140,000 to the  
20 Bankruptcy Estate of Northern Holding, LLC.

21 4. Coddington shall have no claim of any kind against the Estate, the Trustee, and/or  
22 Trustee’s professionals and agents.

23 5. FWF shall have no claim of any kind against the Estate, the Trustee, and/or Trustee’s  
24 professionals and agents.

25 6. Rabbit Ridge shall have no claim of any kind against the Estate, the Trustee, and/or  
26 Trustee’s professionals and agents.

27 7. By May 17, 2023, at 11:59 p.m. Pacific Prevailing Time, Coddington shall provide to  
28 Trustee a full and complete list of any and all vendors, contractors, and invoices which have not

1 been paid in full for any work solely for maintaining and harvesting grapes from the Properties from  
2 August 1, 2021 through November 1, 2021 (“Operating Period”), and shall provide contact  
3 information for each vendor, contractor, and invoice, and a copy of such invoice. If vendors,  
4 contractors, or invoices are included which DO NOT arise from farming operations for the  
5 Operating Period (but are instead for, e.g., wine processing, marketing, or handling of non-Estate  
6 property), this may serve as the basis for a separate contempt proceeding. If Codding has not  
7 provided a list of vendors, contractors, and invoices, the Court shall enter an order adjudicating  
8 Codding in civil contempt and consider the imposition of appropriate compensatory and coercive  
9 sanctions, including the award of compensatory damages including reasonable attorneys’ fees, or  
10 civil incarceration to coerce Codding to comply with the Court’s orders.

11 8. If \$100,000 is received by the Estate on behalf of Codding, FWF, or Rabbit Ridge by  
12 11:59 p.m. Pacific Prevailing Time on June 1, 2023, either in the form of certified funds or verified  
13 funds, the remaining balance owed to the Estate shall be waived.

14 9. If \$140,000 is not received by the Estate by 11:59 p.m. Pacific Prevailing Time on  
15 June 14, 2023, either in the form of certified funds or verified funds, the Court shall enter an order  
16 adjudicating Codding in civil contempt and consider the imposition of appropriate compensatory and  
17 coercive sanctions, including the award of compensatory damages including reasonable attorneys’  
18 fees, or civil incarceration to coerce Codding to comply with the Court’s orders.

19 10. If payment is not timely made by June 15, 2023, or if there is a material default in the  
20 Stipulation, Trustee may lodge a judgment to aid in enforcement of any unpaid funds or  
21 unperformed obligation owed under this Stipulation, under terms consistent with this Order.

22 11. The funds received by Trustee from Codding shall be received and deposited by  
23 Trustee, to be held pending further order of the Court.

24 ///

25 ///


26

27

28



###

  
Scott C. Clarkson  
United States Bankruptcy Judge

**EXHIBIT 3**

**Layla Buchanan**

---

**From:** Lee Codding <lecoddingiv@icloud.com>  
**Sent:** Wednesday, June 28, 2023 8:28 AM  
**To:** Tinho Mang  
**Cc:** Richard Marshack  
**Subject:** Re: 6/26 Update  
**Attachments:** 06-27-23 Marshack - Northern - Joint Status Report Re Civil Contempt 4887-3550-2188 v.1.docx

Tinho,

Trust you received my date from yesterday, apologies for the late hour. Busy times.

Please find my statement for inclusion in the joint status report below. Thank in advance for including this in the filing. I look forward to providing you another update today!

Statement for inclusion in joint status update:

1)

To raise funds for payment to the Trustee, which were never under my control, personally but were reinvested in the 2021 farming effort, I went to a family member. They have a pending real estate transaction. It will provide funding for this, but it's taking too long, as real estate transactions do.

For that reason I engaged a bridge lender who is a private party. They are in process of documenting and finalizing vetting on collateral of distinct real property. We have an agreement in place and they have the funds. This is just a matter of process and timing, not in my control. I'm pushing on this with extreme urgency and diligence. Will continue with daily updates to Trustee.

2)

Skikos Trucking is not as unpaid vendor related to the estate or farming contract. They have nothing to do with the estate or the trustee. That's all business that occurred post 2021 harvest. It is in no way related. I admire their collections efforts but they are misguided and misdirected. I'm handling via the Fluid entity which also has nothing to do with the case.

To be clear, Skikos was excluded from my vendor submission list because they are in no way party to the 2021 harvest, or the estate in any manner.

Lee Codding  
Paso Robles, Calif.  
lecoddingiv@icloud.com

On Jun 27, 2023, at 8:04 PM, Tinho Mang <tmang@marshackhays.com> wrote:

Hi Lee,

I did not receive a report today from you. Attached is the joint status report; please fill out where indicated and sign on the line indicated as well. We will handle filing. Thanks.

Tinho

---

**From:** Lee Coddling <[lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)>  
**Sent:** Monday, June 26, 2023 9:20 PM  
**To:** Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>  
**Cc:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>  
**Subject:** Re: 6/26 Update

Hi Tinho,

Thank you, appreciated.

Will do so. Will also continue with daily reports to your office.

Best regards,  
Lee

Lee Coddling  
Paso Robles, Calif.  
[lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)

On Jun 26, 2023, at 7:13 PM, Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)> wrote:

Hi Lee,

We will have a status report due on Wednesday regarding compliance with the stipulated order. The most that I can put in my status report is that you have not yet paid but are working on securing funding. Tomorrow I will circulate to you a form for a status report where you should fill in what you would like to tell the court regarding your efforts to secure funding.

Tinho

---

**From:** Lee Coddling <[lecoddlingiv@icloud.com](mailto:lecoddlingiv@icloud.com)>  
**Sent:** Monday, June 26, 2023 5:58 PM  
**To:** Richard Marshack <[RMarshack@MarshackHays.com](mailto:RMarshack@MarshackHays.com)>; Tinho Mang <[tmang@marshackhays.com](mailto:tmang@marshackhays.com)>  
**Subject:** 6/26 Update

Gentlemen,

Hope you had a great weekend and Monday got your week off to a good start.

Meeting today with bridge lender went off without a hitch. Title and recording will take a few days time because I have to have a legal involved and everything memorialized.

Once funds move, I'll have cashiers check issued, and either Fedex or walk in. Will keep you posted on the timing in the coming days – will continue updating daily.

Thank you,  
Lee

Lee Coddington  
Paso Robles, Calif.  
[lecoddington@icloud.com](mailto:lecoddington@icloud.com)

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **TRUSTEE'S STATUS REPORT REGARDING ONGOING CIVIL CONTEMPT PROCEEDINGS** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **June 28, 2023**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

**2. SERVED BY UNITED STATES MAIL:** On **June 28, 2023**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR GENERAL  
AGENT, OR TO ANY OTHER AGENT  
AUTHORIZED BY APPOINTMENT OR LAW TO  
RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

**INTERESTED PARTY**

LEE CODDING  
13217 JAMBOREE ROAD,  
#429  
TUSTIN, CA 92782

**SECURED CREDITOR / PROOF  
OF CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA  
FRANDZEL ROBINS BLOOM &  
CSATO, L.C.  
ATTENTION: MICHAEL GOMEZ  
1000 WILSHIRE BOULEVARD,  
19<sup>TH</sup> FLOOR  
LOS ANGELES, CA 90017

**SECURED CREDITOR / PROOF OF  
CLAIM 4-1 ADDRESS**

FARM CREDIT WEST, FCLA  
ATTENTION: KEVIN E. RALPH  
3755 ATHERTON DRIVE  
ROCKLIN, CA 95765

**SECURED CREDITOR**

FARM CREDIT WEST  
ATTN: OFFICER, A  
MANAGING OR GENERAL  
AGENT, OR TO ANY OTHER  
AGENT AUTHORIZED BY  
APPOINTMENT OR LAW TO  
RECEIVE SERVICE  
3755 ATHERTON RD  
11707 FAIR OAKS BLVD  
ROCKLIN, CA 95765

☐ Service information continued on attached page

**3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL:** Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **June 28, 2023**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY:**

**PRESIDING JUDGE'S COPY**

HONORABLE SCOTT C. CLARKSON  
US BANKRUPTCY COURT  
411 WEST FOURTH STREET, SUITE 5-097  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

June 28, 2023

Layla Buchanan

/s/ Layla Buchanan

Date

Printed Name

Signature

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** CONTINUED:

- **William H Brownstein** Brownsteinlaw.bill@gmail.com
- **Steve Burnell** Steve.Burnell@gmlaw.com,  
sburnell@ecf.courtdrive.com;sburnell@ecf.inforuptcy.com;cheryl.caldwell@gmlaw.com;denise.walker@gmlaw.com
- **ATTORNEY FOR INTERESTED PARTY LEE CODDING: Robert P Goe** kmurphy@goeforlaw.com,  
rgoe@goeforlaw.com;goeforecf@gmail.com
- **Nancy S Goldenberg** nancy.goldenberg@usdoj.gov
- **Michael J Gomez** mgomez@frandzel.com, dmoore@frandzel.com
- **D Edward Hays** ehays@marshackhays.com,  
ehays@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@marshackhays.com;cmendoza@ecf.court  
drive.com
- **Kari L Ley** Ley1238@att.net
- **Tinho Mang** tmang@marshackhays.com,  
tmang@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com;cmendoza@ecf.courtdrive.com
- **Richard A Marshack (TR)** pkraus@marshackhays.com,  
rmarshack@iq7technology.com;ecf.alert+Marshack@titlexi.com
- **Elissa Miller** elissa.miller@gmlaw.com, emillersk@ecf.courtdrive.com;cheryl.caldwell@gmlaw.com
- **Roksana D. Moradi-Brovia** Roksana@rhmfirm.com,  
matt@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;davi  
d@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Paul F Ready** becky@farmerandready.com
- **Matthew D. Resnik** Matt@rhmfirm.com,  
roksana@rhmfirm.com;rosario@rhmfirm.com;sloan@rhmfirm.com;priscilla@rhmfirm.com;rebeca@rhmfirm.com;d  
avid@rhmfirm.com;susie@rhmfirm.com;max@rhmfirm.com;russ@rhmfirm.com
- **Victor A Sahn** victor.sahn@gmlaw.com,  
vsahn@ecf.courtdrive.com;pdillamar@ecf.courtdrive.com;patricia.dillamar@gmlaw.com,Karen.Files@gmlaw.com
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